

**EXHIBIT B; CONSTRUCTION SPECIAL
CONDITIONS**

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
EXHIBIT "B" CONSTRUCTION CONTRACT SPECIAL CONDITIONS
FC-6863, RUNWAY MARKINGS REPLACEMENT WITH PAINT

Table of Contents

SC-01	DEFINITIONS	2
SC-02	COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK.....	4
SC-03	LIQUIDATED DAMAGES	5
SC-04	CONTRACT ADMINISTRATION	5
SC-05	CITY FURNISHED DRAWINGS AND SPECIFICATIONS.....	6
SC-06	CITY FURNISHED FACILITIES, MATERIALS	6
SC-07	CONTRACTOR FURNISHED DRAWING, DATA, AND SAMPLES	7
SC-08	KEY PERSONNEL.....	12
SC-09	ESSENTIAL SUBCONTRACTORS	12
SC-10	ADDRESSES	13
SC-11	MEASUREMENT FOR PAYMENT	13
SC-12	INVOICING AND PAYMENT	15
SC-13	WAGE REQUIREMENTS.....	17
SC-14	PROJECT CONTINGENCY / ALLOWANCES	17
SC-15	TEMPORARY ACCESS AND HAUL ROADS	18
SC-16	CONTRACTORS' WORK AREA.....	19
SC-17	CLEANING UP	21
SC-18	COORDINATION AND WORK ON AIRPORT PROPERTY	22
SC-19	PROTECTION OF AIRPORT OPERATIONS SYSTEMS.....	22
SC-20	DELAY FOR OPERATIONS	23
SC-21	CUTTING AND PATCHING	23

SC-01 DEFINITIONS

AASHTO means The American Association of State Highway and Transportation Officials, the successor association to AASHO.

Access Road means the right-of-way; the roadway and all improvements constructed thereon connecting the airport to a public highway.

AIP means Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

Air Operations Area (AOA) means for the purpose of these specifications, the term Air Operations Area shall mean an area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An Air Operation Area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

Airside means the area of the Airport consisting of the airfield, aircraft parking ramps and other areas requiring a special Airport Security Identification badge to gain legal access. The general public does not have access to this area.

ASTM means The American Society for Testing and Materials.

Central Passenger Terminal Complex (CPTC) means the facilities at the Airport consisting of the North Terminal, South Terminal, Terminal Atrium, Concourses T, A, B, C, D, E, and F, and Airfield (active Runways and Taxiways).

Contract Line Item means a discretely priced portion of Work identified in the Exhibit titled "QUANTITIES, PRICING AND DATA FORMS."

Contract Schedule means the Work execution schedule developed and approved pursuant to the Exhibit titled "SCHEDULE REQUIREMENTS."

Drainage System means the system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted through the airport area.

H-JDP means Hartsfield-Jackson Development Program – H-JAIA development plan that includes major efficiencies/capacity projects associated with the Master Plan and replacement/upgrade/maintenance projects associated with the existing facility.

Landside means all areas outside the Airside, but still located on the Airport.

Large Hub Airport means an airport that enplanes more than one percent of the nation's passengers annually.

Lighting means a system of fixtures providing or controlling the light sources used on or near the Airport or within the Airport buildings. The field lighting includes all luminous signals, markers, floodlights, and

illuminating devices used on or near the Airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the Airport surface.

MARTA means Metropolitan Atlanta Rapid Transit Authority.

Pavement means the combined surface course, base course, and sub base course, if any, considered as a single unit.

PROPONENT means the legal entity proposing, its/their respective directors, officers, partners, joint venture, employees, agents, representatives, permitted assigns and successors, presented to the CITY for approval to perform specific work in accordance with the Scope of Work defined in this Request for Proposal.

Secured Area means the area located within the SIDA surrounding the terminal or concourses primarily used for parking / servicing aircraft.

SIDA means the Security Identification Display Area.

Sterile Area means the area located within the terminal and concourses that require passage through a TSA checkpoint to access.

Structures means Airport facilities such as bridges; culverts; catch basins; inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features of the Airport that may be encountered in the work and not otherwise classified herein.

Subgrade means the soil which forms the pavement foundation.

Taxiway means for the purpose of this document, the portion of the air operations area of an Airport that has been designated by Airport for movement of aircraft to and from the Airport's runways or aircraft parking areas.

TSA means the Transportation Security Administration.

Utility Contracting means undertaking to construct, erect, alter; or repair or have constructed, erected, altered, or repaired any utility system in which the cost of the utility system work exceeds one hundred thousand dollars (\$100,000.00).

Utility Contractor means a sole proprietorship, partnership, or corporation, which is engaged in utility contracting under express or implied contract or which bids for, offers to perform, purport to have the capacity to perform or does perform utility contracting under express or implied contract.

Utility Foreman means any individual who is employed by a licensed CONTRACTOR to have oversight and charge of the construction, erection, alteration, or repair of utility systems.

Utility Manager means any individual who is employed by a utility CONTRACTOR to have oversight and charge of the construction, erection, alteration, or repair of utility systems.

SC-02 COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK

2.1 Commencement. CONTRACTOR shall commence Work according to the accepted schedule following written Notice to Proceed from CITY, but in no event later than ten (10) business days thereafter. To facilitate the start of construction as early as possible, CONTRACTOR is strongly encouraged to submit its Safety, Security, Environmental, Quality Control, Fire Prevention plans, and the FAA Safety Plan Compliance Document (SPCD) to the CITY for review and approval immediately after Award of the Contract by the Council of the City of Atlanta. CONTRACTOR acknowledges that construction cannot begin until the Safety, Security and Quality Control plans are approved and that the development and submittal of CONTRACTOR submittals prior to the Contract being fully executed and Notice to Proceed issued is at CONTRACTOR's risk. Prior to any actual construction being performed, there shall be a Pre-Construction Conference to discuss details of execution.

2.2 Intermediate Milestones. CONTRACTOR shall complete the following intermediate milestones under this Contract:

NO.	CONTRACT MILESTONES
1	CONTRACTOR shall achieve Substantial Completion on or before One Hundred and Eighty Three (183) Calendar Days from Notice to Proceed.
2	CONTRACTOR shall provide warranties and as-builts within Thirty (30) calendar days from the date of substantial completion of the entire project

2.3 Substantial Completion. CONTRACTOR shall achieve Substantial Completion as identified in this exhibit under section 2.2-Intermediate Milestones. This performance period is inclusive of the time required to gain approval for the Safety and Security plans which may require as many as 45 calendar days for review and approval. The SPCD must also be submitted and approved prior to commencement of work. CONTRACTOR acknowledges that CITY has purchased the entirety of the performance period. CONTRACTOR's schedule may indicate an earlier Substantial Completion date than required by CITY; however, CONTRACTOR is not entitled to any additional compensation should delays occur until the delays exceed the performance period indicated above.

2.4 Advance Information. CONTRACTOR shall give ENGINEER full information in advance in writing as to its plans for performing each part of the Work. If at any time, CONTRACTOR's actual progress is inadequate to meet the requirements of this Contract, ENGINEER may notify CONTRACTOR to take such steps as may be necessary to improve its progress. If, within a reasonable period as determined by ENGINEER, CONTRACTOR does not improve performance to meet the Contract Milestones set forth above, ENGINEER may require an increase in CONTRACTOR's labor force, the number of shifts, overtime operations, additional days of Work construction plant and equipment, all without additional cost to CITY. Neither such notice, nor ENGINEER's failure to issue such notice, shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by this Contract.

2.5 Noncompliance with ENGINEER's Instructions. Noncompliance with ENGINEER's instructions shall be grounds for ENGINEER's determination that CONTRACTOR is not prosecuting the Work with such diligence as will assure completion within the time specified. Upon such determination, CITY may terminate this Contract pursuant to the Clause titled "TERMINATION FOR DEFAULT."

SC-03 LIQUIDATED DAMAGES

3.1 Estimated Liquidated Damages. The parties hereby agree that the damages which CITY to determine with certainty and, therefore, have in good faith estimated as fair compensation, the Liquidated Damages as set forth below. If CONTRACTOR fails to deliver the equipment or materials or perform the services within the times specified in this Contract for the established Milestones & Substantial Completion, or any extensions granted in writing, the CONTRACTOR shall pay to CITY as fixed, agreed, and Liquidated Damages for each calendar day of delay the sum(s) specified below, which amounts shall be independently calculated as follows:

NO.	BASE BID CONTRACT MILESTONES	LIQUIDATED DAMAGES
1	CONTRACTOR shall achieve Substantial Completion on or before One Hundred and Eighty Three (183) Calendar Days from Notice to Proceed.	Three Thousand Dollars and Zero Cents (\$3,000.00) per calendar day.
2	CONTRACTOR shall provide warranties and as-builts within Thirty (30) calendar days from the date of substantial completion of the entire project.	Three Thousand Dollars and Zero Cents (\$3,000.00) per calendar day.

3.2 Application of Liquidated Damages not a Change. The application of Liquidated Damages shall not effect a change in the Contract milestone or relieve CONTRACTOR of its obligation to improve its progress, pursuant to the Clause titled "COMMENCEMENT, PROGRESS, AND COMPLETION OF THE WORK," to achieve, or to mitigate the failure to achieve, the Contract milestone date or stated area reopening.

3.3 Payment of Liquidated Damages. Payments of Liquidated Damages shall become due immediately upon failure to achieve Contract milestones. CITY shall be entitled to withhold from payments due, offset against other obligations, deduct from retainage, and draw down on letter(s) of credit or performance securities any and all Liquidated Damages due from CONTRACTOR.

3.4 No Restriction of Rights and Remedies. Nothing in this Clause shall operate to restrict any other rights and remedies available to CITY at law or under this Contract.

SC-04 CONTRACT ADMINISTRATION

CONTRACTOR agrees to utilize forms, reports and formats for information furnished by the ENGINEER in conjunction with the execution of work under this Contract.

4.1 Preconstruction Conference. After the award of the Contract and prior to commencement of the Work, a preconstruction conference between the CITY and the CONTRACTOR will be held. The time and place of the meeting will be established by the CITY. All involved parties shall be prepared to discuss any issues or concerns with the execution of the Work.

4.2 Coordination and Progress Meetings. The CONTRACTOR and any requested subcontractors and suppliers shall participate in weekly meetings with the ENGINEER to review and status construction progress and discuss scheduling changes, as required. The time and place for the meetings will be established by the ENGINEER. From time to time, and at the discretion of the ENGINEER, the frequency of such meetings may be lessened or increased, based on the issues and progress at hand. Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless CITY from any and all damages that may arise because of inconvenience, delays, or loss experienced by it due to coordination of the Work on the Project and the CITY's other CONTRACTORS. CITY does not warrant or guarantee the coordination of the Work of the CITY's CONTRACTORS nor does the CITY warrant or guarantee the represented completion dates for any contract.

SC-05 CITY FURNISHED DRAWINGS AND SPECIFICATIONS

5.1 CITY will Furnish. CITY will furnish specifications and prints of engineering design drawings for each part of the Work under this Contract. Such drawings will give information required for the preparation of shop detail drawings by CONTRACTOR. CONTRACTOR shall, immediately upon receipt thereof, check all specifications and drawings furnished and shall promptly notify ENGINEER in writing of any omissions or discrepancies in such specifications or drawings.

5.1.1 Two (2) copies of all specifications, one (1) full size and two (2) half-size prints of drawings will be furnished to CONTRACTOR without charge. The CONTRACTOR shall also be provided, on compact disc, the drawings and specifications in electronic portable document format (PDF) for CONTRACTOR's use.

5.3 Drawings at the Jobsite. CONTRACTOR shall maintain one complete and current set of all Contract Documents available at the Jobsite at all times, including designer-reviewed CONTRACTOR drawings.

SC-06 CITY FURNISHED FACILITIES, MATERIALS

Facilities. The facility listed below will be furnished by CITY and shall be used by CONTRACTOR for this project only.

6.1 Use Charges. NONE

6.2 Temporary Facilities. NONE

6.3 Use of Premises.

6.3.1 In general, the CONTRACTOR shall have limited use of the premises for construction operations as indicated on Contract Documents.

6.3.2 The CONTRACTOR shall limit use of premises to work areas indicated on Contract Documents. Do not disturb portions of the Project Site beyond areas in which work is indicated.

6.3.3 Any shutdown of Airport equipment or systems shall require a 7-day advance notice to the Airport.

6.3.4 For Electrical Work/Temporary Power, the CONTRACTOR shall coordinate temporary power needs by the CONTRACTOR, such as Electric Welding Machines, with the Airport representative in establishing power service point locations. The CONTRACTOR shall provide all equipment and installation to provide the temporary power needs.

6.3.5 CONTRACTOR shall manage premises to maintain a neat, orderly, and clean appearance. CONTRACTOR shall regularly mow along Airport roadways. CONTRACTOR shall comply with any directive of the ENGINEER to remedy conditions of unclean or disorderly appearance within the Work area.

6.4 Owner Furnished Materials. NONE

SC-07 CONTRACTOR FURNISHED DRAWING, DATA, AND SAMPLES

7.1 Drawings, Data, and Samples by CONTRACTOR. When drawings, samples, certificates and data are required by the Contract Documents or good engineering and construction practices, CONTRACTOR shall prepare and submit them to ENGINEER for DOA review. CONTRACTOR shall allow a minimum of twenty-one (21) calendar days for ENGINEER's review. CONTRACTOR shall prepare and submit to the ENGINEER a submittal schedule, at the same time the Contract Schedule is submitted. Such schedule shall incorporate all of the required and specified submittals, including, but not limited to, drawings, samples, and data. The submittal schedule shall identify each item together with dates for submission of each for review. The CONTRACTOR shall maintain consistency and logic between the submittal schedule and the Contract schedule.

7.2 ENGINEER Review. ENGINEER review and permission to proceed does not constitute acceptance or approval of submittal including, but not limited to, design details, calculations, analyses, test methods, construction methods, rigging plans, certificates or materials developed or selected by CONTRACTOR and does not relieve CONTRACTOR from full compliance with the Contract requirements.

7.3 Shop Drawings.

7.3.1 Description.

4.1 Preconstruction Conference. After the award of the Contract and prior to commencement of the Work, a preconstruction conference between the CITY and the CONTRACTOR will be held. The time and place of the meeting will be established by the CITY. All involved parties shall be prepared to discuss any issues or concerns with the execution of the Work.

4.2 Coordination and Progress Meetings. The CONTRACTOR and any requested subcontractors and suppliers shall participate in weekly meetings with the ENGINEER to review and status construction progress and discuss scheduling changes, as required. The time and place for the meetings will be established by the ENGINEER. From time to time, and at the discretion of the ENGINEER, the frequency of such meetings may be lessened or increased, based on the issues and progress at hand. Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless CITY from any and all damages that may arise because of inconvenience, delays, or loss experienced by it due to coordination of the Work on the Project and the CITY's other CONTRACTORS. CITY does not warrant or guarantee the coordination of the Work of the CITY's CONTRACTORS nor does the CITY warrant or guarantee the represented completion dates for any contract.

SC-05 CITY FURNISHED DRAWINGS AND SPECIFICATIONS

5.1 CITY will Furnish. CITY will furnish specifications and prints of engineering design drawings for each part of the Work under this Contract. Such drawings will give information required for the preparation of shop detail drawings by CONTRACTOR. CONTRACTOR shall, immediately upon receipt thereof, check all specifications and drawings furnished and shall promptly notify ENGINEER in writing of any omissions or discrepancies in such specifications or drawings.

5.1.1 Two (2) copies of all specifications, one (1) full size and two (2) half-size prints of drawings will be furnished to CONTRACTOR without charge. The CONTRACTOR shall also be provided, on compact disc, the drawings and specifications in electronic portable document format (PDF) for CONTRACTOR's use.

5.3 Drawings at the Jobsite. CONTRACTOR shall maintain one complete and current set of all Contract Documents available at the Jobsite at all times, including designer-reviewed CONTRACTOR drawings.

SC-06 CITY FURNISHED FACILITIES, MATERIALS

Facilities. The facility listed below will be furnished by CITY and shall be used by CONTRACTOR for this project only.

6.1 Use Charges. NONE

6.2 Temporary Facilities. NONE

6.3 Use of Premises.

6.3.1 In general, the CONTRACTOR shall have limited use of the premises for construction operations as indicated on Contract Documents.

6.3.2 The CONTRACTOR shall limit use of premises to work areas indicated on Contract Documents. Do not disturb portions of the Project Site beyond areas in which work is indicated.

6.3.3 Any shutdown of Airport equipment or systems shall require a 7-day advance notice to the Airport.

6.3.4 For Electrical Work/Temporary Power, the CONTRACTOR shall coordinate temporary power needs by the CONTRACTOR, such as Electric Welding Machines, with the Airport representative in establishing power service point locations. The CONTRACTOR shall provide all equipment and installation to provide the temporary power needs.

6.3.5 CONTRACTOR shall manage premises to maintain a neat, orderly, and clean appearance. CONTRACTOR shall regularly mow along Airport roadways. CONTRACTOR shall comply with any directive of the ENGINEER to remedy conditions of unclean or disorderly appearance within the Work area.

6.4 Owner Furnished Materials. NONE

SC-07 CONTRACTOR FURNISHED DRAWING, DATA, AND SAMPLES

7.1 Drawings, Data, and Samples by CONTRACTOR. When drawings, samples, certificates and data are required by the Contract Documents or good engineering and construction practices, CONTRACTOR shall prepare and submit them to ENGINEER for DOA review. CONTRACTOR shall allow a minimum of twenty-one (21) calendar days for ENGINEER's review. CONTRACTOR shall prepare and submit to the ENGINEER a submittal schedule, at the same time the Contract Schedule is submitted. Such schedule shall incorporate all of the required and specified submittals, including, but not limited to, drawings, samples, and data. The submittal schedule shall identify each item together with dates for submission of each for review. The CONTRACTOR shall maintain consistency and logic between the submittal schedule and the Contract schedule.

7.2 ENGINEER Review. ENGINEER review and permission to proceed does not constitute acceptance or approval of submittal including, but not limited to, design details, calculations, analyses, test methods, construction methods, rigging plans, certificates or materials developed or selected by CONTRACTOR and does not relieve CONTRACTOR from full compliance with the Contract requirements.

7.3 Shop Drawings.

7.3.1 Description.

7.3.1.1 Original drawings, prepared by CONTRACTOR Subcontractors, suppliers or distributors, which illustrate the Work; showing fabrication, layout, setting or erection details.

7.3.1.2 Prepared by a qualified detailer.

7.3.1.3 Identify details by reference to sheet and detail numbers shown on contract drawings.

7.3.1.4 Maximum sheet sized: 24 inches x 36 inches

7.3.1.5 Reproductions for submittals: bond or black and white prints.

7.3.1.6 Shop drawings for structural details, false work and for temporary shoring shall be prepared by (or performed under the supervision of) a Georgia licensed P.E. (provided by CONTRACTOR) who shall sign and seal each shop drawing submitted.

7.4 Product Data.

7.4.1 Manufacturer's Standard Schematic Drawings.

7.4.1.1 Modify drawings to delete information that is not applicable to Project.

7.4.1.2 Supplement standard information to provide additional information applicable to Project.

7.4.1.3 Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.

7.4.1.3.1 Clearly, mark each copy to identify pertinent materials of products.

7.4.1.3.2 Show dimensions and clearances required.

7.4.1.3.3 Show performance characteristics and capacities.

7.5 Samples.

7.5.1 Physical examples. To illustrate materials, equipment, or workmanship, and to establish standards by which completed work is judged.

7.5.2 Office Samples. Of sufficient size and quantity to clearly illustrate specified requirements.

7.5.3 Functional Characteristics. Of product or material, with integrally related parts and attachment devices.

7.6 CONTRACTOR's Responsibilities.

7.6.1 Review and approve shop drawings, product data, and samples prior to submission. Shop drawings that have not been reviewed by CONTRACTOR will be automatically returned to CONTRACTOR.

7.6.2 Verify:

7.6.2.1 Field Measurement, Dimensions, and Existing Elevations

7.6.2.2 Field Construction Criteria

7.6.2.3 Catalog Numbers and Similar Data

7.6.3 Coordinate each submittal with requirements of Work and of Contract documents.

7.6.4 CONTRACTOR's responsibility for errors and omissions in submittals is not relieved by ENGINEER's review of submittals.

7.6.5 CONTRACTOR's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by ENGINEER's review of submittals, unless ENGINEER gives written acceptance of specific deviations.

7.6.6 Notify ENGINEER in writing at time of submission of deviations in submittals from requirements of Contract Documents.

7.6.7 Being no work, which requires submittals until return of submittals with ENGINEER's signature indicating a Code 1 or Code 2 review stations (See "Code Notation")

7.6.8 After ENGINEER's review, distribute copies.

7.7 Submission Requirements.

7.7.1 The shop drawings shall be submitted in sufficient time to allow discussion and correction prior to beginning the Work. Work shall not be performed, nor materials ordered, prior to the review of the drawing except at CONTRACTOR's risk.

7.7.2 Submit one (1) electronic copy or six (6) hard copies of all product data and shop drawings excluding shop drawings that require the actual drawing be stamped. Submittals will be returned electronically, excluding shop drawings, that require the actual drawing be stamped.

7.7.3 Accompany submittals with transmittal letter, in duplicate containing:

7.7.3.1 Date;

7.7.3.2 Project title and number;

7.7.3.3 CONTRACTOR's name and address;

7.7.3.4 The number of each shop drawing product data and sample submitted;

7.7.3.5 Notification of deviations from contract documents; and

7.7.3.6 Other pertinent data.

7.7.4 Telephone communications or fax transmittals by CONTRACTOR requesting the review and/or approval of CONTRACTOR's submittal will not be accepted by ENGINEER.

7.7.5 Submittals shall include:

7.7.5.1 Data and revision dates;

7.7.5.2 Project title and number;

7.7.5.3 The name of:

8.7.5.3.1 The Engineer responsible for the submittal

7.7.5.3.2 CONTRACTOR;

7.7.5.3.3 Subcontractor;

7.7.5.3.4 Supplier;

7.7.5.3.5 Manufacturer; and

7.7.5.3.6 Separate detailer, when applicable.

7.7.6 Identification of product or material

7.7.7 Relation to adjacent structure or materials;

7.7.8 Field dimensions clearly identified as such;

7.7.9 Specification section number;

7.7.10 Applicable standards, such as ASTM number of Federal Specification;

7.7.11 A blank space, 5 inches x 5 inches for ENGINEER's stamp;

7.7.12 Identification of deviations from Contract documents; and

7.7.13 CONTRACTOR's stamp, initialed or signed, certifying to a review of the submittal, verification of field measurements and compliance with Contract documents.

7.8 Code Notation.

7.8.1 No exceptions taken (Code 1).

7.8.2 Make Corrections Noted. Work may proceed subject to incorporation of noted corrections (Code 2). Contractor must resolve the comments indicated and resubmit to obtain a Code 1 Notation prior to Completion of the affected work.

7.8.3 Amend and Resubmit. Work may not proceed; revise and re-submit (Code 3).

7.8.4 Rejected – See Remarks. Work is not acceptable; Work may not proceed (Code 4).

7.9 Resubmission Requirements of Shop Drawings.

7.9.1 Revise initial drawings as required and resubmit as specified for initial submittal.

7.9.2 Indicate on drawings any changes which have been made other than those requested by ENGINEER.

7.9.3 Product Data and Samples. Submit new data and samples in the same manner as required for initial submittals.

7.9.4 Labeling of Samples. Each sample shall bear a label showing CONTRACTOR's name, Project name, Contract number, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing number, technical specification section and paragraph number; all as applicable.

7.10 Distribution of Submittals After Review.

7.10.1 Distribute copies of shop drawings and product data which carry ENGINEER's stamp to:

ENGINEER – six (6) copies
Others as required

7.10.2 Distribute samples as directed.

7.10.3 Disposition of Samples. Samples which have been reviewed may, at ENGINEER's sole discretion, be returned to CONTRACTOR or retained.

7.11 Certificates and Data. Where certificates are required, four (4) copies of each certificate shall be submitted by, and at the expense, of CONTRACTOR. Submittal shall be made not less than fifteen (15) calendar days prior to the time that the materials represented by such certificates are needed for incorporation into the Work.

7.12 Certificates to Identify. Certificates shall clearly identify the material being certified and shall include but not be limited to, the following information: CONTRACTOR's name, Project name, contract number, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number; all as applicable.

7.13 CITY's Rights in Data. CITY shall have an irrevocable unrestricted royalty-free license to use all reports, information, data, plans, drawings, specifications, computer programs, technical reports, operating manuals or other similar work products developed by CONTRACTOR and paid for by CITY under this Contract, or any other documents procured by, given to, prepared by, or assembled by CONTRACTOR under this Contract.

SC-08 KEY PERSONNEL

8.1 CONTRACTOR shall not reassign, or remove, the key personnel listed below without the prior written authorization of CITY:

<u>NAME</u>	<u>TITLE / POSITION</u>
TBD	Project Manager
TBD	Safety Manager
TBD	Superintendent

8.2 In addition to requirements elsewhere in the contract, Project Manager shall have the following experience and qualifications:

- 8.2.1 Contract administration and interpretation;
- 8.2.2 Writing ability and computer skills needed to prepare correspondence and documents related to assigned project;
- 8.2.3 Coordination of communications, approvals, notifications, and record keeping related to changes in the assigned work;
- 8.2.4 Ability to establish, interpret, and update schedules and records of all correspondence related to contract activity; and
- 8.2.5 Good understanding of diversity participation requirements.

Qualification skills may be supplemented by a Construction Administrator or Subconsultant as needed. Resume shall be required.

SC-09 ESSENTIAL SUBCONTRACTORS

9.1 The following designated Subcontractors, submitted during the bid process on "FORM B, Essential Subcontractor Qualification Statement" of the Exhibit titled "QUANTITIES, PRICING AND DATA FORMS," are deemed to be essential by the CITY to the execution of this Contract. These Essential Subcontractors may not be removed or substituted by the CONTRACTOR without proper written notice with justification and approval by the CITY.

Company Names

Scope of Subcontracted Services

TBD

Pavement Marking and Striping

9.2 Consent of CITY for Subcontracts. CONTRACTOR shall submit to the CITY a list of any third parties for the performance of all or any portion of the work within fifteen (15) calendar days from Notice to Proceed date for informational purposes. Those Subcontractors designated as essential in the Clause titled "ESSENTIAL SUBCONTRACTORS" need not be resubmitted.

SC-10 ADDRESSES

For all notices, demands, consents, approvals and requests to CITY, the address will be:

City of Atlanta Department of Aviation
1255 South Loop Road
Hartsfield-Jackson Atlanta International Airport
College Park, Georgia 30337

Facsimile (404) 209-1190

Attention: Aviation Assistant General Manager – Planning and Development

With a copy to:

City of Atlanta Department of Aviation
P.O. Box 20509
Hartsfield-Jackson Atlanta International Airport
Atlanta, Georgia 30320
Facsimile (404) 520-6803

Attention: Aviation General Manager

Department of Procurement
City of Atlanta
55 Trinity Avenue S.W.
City Hall South, Suite 1900
Atlanta, GA 30303-0307

Attention: Chief Procurement Officer

Hartsfield-Jackson Development Program
1255 South Loop Road
College Park, GA 30337
Facsimile (404) 684-8973

Attention: Resident Engineer

SC-11 MEASUREMENT FOR PAYMENT

11.1 Lump Sum Items. To establish a basis for payment against Lump Sum items set forth in the Exhibit titled QUANTITIES, PRICING AND DATA FORMS," CONTRACTOR shall, within ten (10) calendar days after Notice to Proceed, provide a Schedule of Values which proposes:

11.1.1 A reasonable number of measurable interim tasks required to accomplish each lump sum item; and

11.1.3 An allocation of the price to each task with reasonable relationship to the costs incurred in its accomplishment.

11.2 Schedule of Values. ENGINEER shall review CONTRACTOR's Schedule of Values, determine the appropriate tasks and values for progress payments and so advise CONTRACTOR in writing. The Schedule of Values shall be reconcilable to the Project Schedule.

11.3 Payment for Materials on Hand. Partial monthly estimates may include delivered cost of materials to be incorporated in the Work, provided that such materials meet the requirements of the Contract Documents, and are delivered to acceptable sites on the Airport property or at other sites in the vicinity that are acceptable to the CITY. Such delivered costs of stored or stockpiled materials may be included in the monthly estimates after the following conditions are met:

11.3.1 The material has been stored or stockpiled in a manner acceptable to the ENGINEER at, or on, an approved site. The CITY reserves the right to inspect.

11.3.2 The CONTRACTOR has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

11.3.3 The CONTRACTOR has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.

11.3.4 The CONTRACTOR has furnished the CITY legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

11.3.5 The CONTRACTOR has furnished the CITY evidence that the material stored or stockpiled is insured against loss by damage or disappearance at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the CITY's payment for such stored or stockpiled materials shall in no way relieve the CONTRACTOR of its responsibilities for furnishing and placing such materials in accordance with the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the Contract Price for such materials or the Contract Price for the Contract item where such materials will be utilized.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

11.4 Surveys to Determine Quantities. CONTRACTOR shall make all surveys necessary for determining all quantities of work to be paid under this Contract. Copies of field notes,

computations and other records made by CONTRACTOR for the purpose of determining quantities shall be furnished to ENGINEER upon request. CONTRACTOR shall notify ENGINEER in writing prior to the time such surveys are made. ENGINEER, at his sole discretion, may witness and verify such surveys. If ENGINEER performs surveys to verify CONTRACTOR surveys which are the basis of payment requests and CONTRACTOR's survey proves to be inaccurate, the cost of verification surveys shall be paid by CONTRACTOR. Measurements and computations shall be made by such methods as ENGINEER may consider appropriate for the class of work measured and the estimate of quantities of work completed shall be compatible with the reporting requirements of the Exhibit titled "SCHEDULE REQUIREMENTS." The dividing limits or lines, between adjacent items or classes of work where not definitely indicated on the drawings or in the specifications shall be as determined by ENGINEER.

SC-12 INVOICING AND PAYMENT

12.1 Submittal of Invoices. CONTRACTOR shall prepare the invoice from the 26th of the month to the 25th of the following month. The invoice must be submitted to the construction manager (CM) on the 5th day of the next month. CONTRACTOR shall meet with the CM, five (5) days prior to submission of the invoice request to verify the quantity of Work in place for progress payment. The CONTRACTOR shall provide the necessary schedule and cost reports for review and agreement of invoiced quantities. Invoices must be entered in the CITY's Online Invoicing System (OLIS).

12.2 Retainage. Within thirty (30) calendar days after receipt of a correct invoice, CITY will pay CONTRACTOR ninety percent (90%) of the approved invoice amount. When fifty (50%) percent of the Contract, including change orders and other additions the Contract value provided for by the Contract documents is due, and the manner of completion of the Contract work and its progress are reasonably satisfactory to the CITY, the CITY will not withhold any more retainage. At the discretion of the CITY and with the approval of the CONTRACTOR, the retainage of each Subcontractor may be released separately as the Subcontractor completes its Work. At the CITY's sole discretion and approval of the Surety, CITY may reduce previously retained amounts upon satisfactory completion of remaining Work. If, after discontinuing the retention, the CITY determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the CITY, the CONTRACTOR and Subcontractors shall be entitled to resume withholding retainage accordingly. The retainage shall be shared by the CONTRACTOR and subcontractors as their interest may appear.

12.3 Releases of all Claims. CITY may, as a condition precedent to any payment, require CONTRACTOR to submit for itself, its Subcontractors, immediate and remote, and all material suppliers, vendors, laborers, and other parties acting through or under it, complete waivers and releases of all claims against CITY arising under or by virtue of this Contract. Upon request, CONTRACTOR shall, in addition, furnish acceptable evidence that all such claims have been satisfied.

12.4 Amounts Withheld. Any amounts otherwise payable under this Contract may be withheld, in whole or in part, if:

12.4.1 Any claims are filed against CONTRACTOR by CITY or third parties arising out of performance of this Contract;

12.4.2 CONTRACTOR is in material default of any Contract condition including, but not limited to, the schedule, quality assurance and health and safety requirements;

12.4.3 CONTRACTOR has not submitted:

12.4.3.1 Schedules as defined in the Exhibit titled "SCHEDULE REQUIREMENTS,"

12.4.3.2 Proper insurance certificates, or not provided proper coverage or proof thereof, and

12.4.3.3 Required Performance and Payment Bonds or CITY approved equivalent securities.

12.4.4 Adjustments are due from previous overpayment or audit result; or

12.4.5 Offsets in favor of CITY in other transactions are asserted.

12.5 Release of Withholdings. CITY will release and pay such withheld amounts if CONTRACTOR:

12.5.1 Has provided As-Built information approved by the ENGINEER.

12.5.2 Pays, satisfies, or discharges any claim of CITY, or third parties against CONTRACTOR; or

12.5.3 Cures all defaults in the performance of this Contract.

12.6 Claims Against CONTRACTOR. If claims filed against CONTRACTOR connected with performance under this Contract, for which CITY may be held liable if unpaid (e.g. unpaid withholding and back taxes), are not promptly removed by CONTRACTOR after receipt of written notice from CITY to do so, CITY may remove such claims and deduct all costs in connection with such removal from withheld payments or other monies due, or which may become due, to CONTRACTOR. If the amount of such withheld payment or other monies due CONTRACTOR under this Contract is insufficient to meet such costs, or if any claim against CONTRACTOR is discharged by CITY after final payment is made, CONTRACTOR and its Surety or sureties, if any, shall promptly pay CITY all costs incurred thereby regardless of when such claim arose, or whether such claim imposed a lien upon the Project or the real property upon which the Project is situated.

12.7 Payment of Final Invoice. CITY shall, within thirty (30) calendar days following Final Acceptance of the Work as a whole and after submittal of a final invoice, pay to CONTRACTOR the amount then remaining due, provided that, CONTRACTOR shall have furnished CITY for itself, its Subcontractors, immediate and remote, and all material suppliers, vendors, laborers, and other parties acting through or under it, waivers and releases of all claims against CITY

arising under or by virtue of this Contract, except such claims, if any, as may with the consent of CITY, be specifically excepted by CONTRACTOR from the operation of the release in stated amounts to be set forth therein.

12.8 Final Release of Retainage. Prior to the Final release of Retainage, the CONTRACTOR shall certify to the CITY, in writing, in a form satisfactory to the CITY, that all Subcontractors, materialmen, suppliers, and similar firms or persons involved in the CITY Contract, have been paid in full at the time of Final payment to the CONTRACTOR by the CITY, or will be paid in full utilizing the monies constituting Final payment to CONTRACTOR.

12.9 Payment Does Not Constitute Acceptance. No payments of invoices, or portions thereof, shall at any time constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by CITY of any of the terms of this Contract; however, title to all equipment and materials which has vested in CITY pursuant to the Clause titled "TITLE AND RISK OF LOSS" shall not be part of CONTRACTOR's property or estate, unless otherwise specified by applicable law, in the event CONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of CONTRACTOR's insolvency, or if all or any portion of this Contract is terminated.

12.10 Submittal of Invoices. CONTRACTOR shall submit an original and one (1) copy to:

Hartsfield-Jackson Development Program
Construction Management
Attn: Assigned Resident Engineer (TBD)
1255 South Loop Road
College Park, GA 30337

Reference: PROJECT NUMBER FC-6863 - RUNWAY MARKINGS
REPLACEMENT WITH PAINT

12.11 Waiver of Applicability of Prompt Pay Act. CONTRACTOR specifically waives the application to this Contract of Georgia Code Annotated §§ 13-11-1, 13-11-4, 13-11-7, and 13-11-8.

SC-13 WAGE REQUIREMENTS

CONTRACTOR shall pay the prevailing wages as stipulated by the wage scale(s), which is incorporated in the Contract Documents (Section titled "WAGE AND BENEFITS RATES"). Such scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the work.

SC-14 PROJECT CONTINGENCY AND ALLOWANCES

The "Project Contingency" allowance is that sum of money set aside and under the control of the ENGINEER, or his designee, as part of the Project budget which has been designated to pay for scope modifications, unforeseen events, Work items consistent and related to the Contract but not shown on the drawings and/or specifications but necessary for the successful

completion of the Work, or emergencies during the course of the Project not otherwise contemplated in the Contract. The CITY is solely responsible for the appropriation of these funds. CONTRACTOR shall have no claim to such funds. The Work shall be assigned and directed by the ENGINEER, or his designee, in written form. Measurement and payments shall be in accordance with the Clause titled "INVOICING AND PAYMENT" and the Clause titled "PRICING OF ADJUSTMENTS."

The Allowance is that sum of money included in the Total Contract Price that is under the control of the ENGINEER, or his designee, to pay for the scope set out for the allowance item. Once the scope of work for the allowance items is fully defined and issued to the CONTRACTOR, measurement and payments shall be in accordance with the Clause titled "INVOICING AND PAYMENT" and the Clause titled "PRICING OF ADJUSTMENTS." If the compensation for completing the allowance item work is less than the allowance amount, the savings shall revert to the CITY. If the compensation for completing the allowance item work is more than the allowance amount, the CONTRACTOR shall be paid the difference. The difference shall be funded by either the issuance of a Project Contingency or a Change Order. All such allowances shall cover all direct, indirect, and general condition costs of the allowance work and all profit and overhead of the CONTRACTOR for the allowance work.

SC-15 TEMPORARY ACCESS AND HAUL ROADS

15.1 General. CONTRACTOR shall, at its expense, construct and maintain temporary access and haul roads as may be necessary for the proper performance of this Contract. CONTRACTOR shall submit a layout of all proposed roads prior to road construction. The layout shall show widths of roads, direction of traffic, curves, grades, and related information in sufficient detail for review by ENGINEER. Roads constructed on CITY's land or rights-of-way shall be subject to CITY's approval.

15.1.1 The CONTRACTOR's access route to the Project site shall be as shown on drawings.

15.1.2 The location of access and haul routes in the Aircraft Operations Area (AOA), if applicable, are as shown on the drawings. Use of unauthorized haul routes shall not be acceptable.

15.1.3 Roads used by the CONTRACTOR for access or hauling shall be kept clean and accessible to all other Airport traffic for the entire duration of the Project. Haul trucks must be covered and any spillage or debris buildup promptly removed from all haul routes on Airport and public roads. No separate payment shall be made for keeping the roads clear and accessible.

15.1.4 The CONTRACTOR shall control dust and debris from its operation to a level acceptable to the CITY and have on the Project vacuum sweepers, watering trucks, and other equipment necessary to control dust. All methods for controlling dust shall be subject to the CITY's approval. Dust control shall be strictly monitored due to its impact on aircraft safety. Failure to properly control dust, or to respond to any request to do so, will result in construction activities being stopped.

15.1.5 All excess material produced by the CONTRACTOR's operations shall be disposed of off Airport property at an appropriate, licensed construction and demolition disposal facility at no additional cost to the CITY.

SC-16 CONTRACTORS' WORK AREA

16.1 Assignment of Work Areas. All CONTRACTOR work areas on the Jobsite will be assigned by ENGINEER. CONTRACTOR shall confine its operations to the areas so assigned. Should CONTRACTOR find it necessary or advantageous to use any additional offsite area for any purpose whatsoever, CONTRACTOR shall, at its expense, provide and make its own arrangements for the use of such additional offsite areas.

16.2 Air Operations Area Controls. At all times during the performance of this Contract, CONTRACTOR shall provide for free and unobstructed movement of aircraft in the Air Operations Area (AOA) of the Airport, shall identify all hazards to aircraft and shall provide for the control of personnel and vehicular traffic, all in accordance with Section 16.3 and 16.4. A detailed Traffic Control Plan shall be submitted for approval to the ENGINEER prior to the commencement of any construction activities.

16.3 Operating within Critical Areas. When the Work requires CONTRACTOR to conduct its operations within areas adjacent to active runways, taxiways, aprons, and/or navigational aids, the Work shall be coordinated with CITY and FAA through ENGINEER. CONTRACTOR shall request authorization from ENGINEER forty-eight (48) hours prior to any closure or interference with the Aircraft Operations. While working in the AOA, CONTRACTOR shall maintain constant communications and with the ENGINEER and shall immediately obey all instructions from the ENGINEER.

16.4 Operating Close to Aircraft. When working in close proximity to aircraft, CONTRACTOR shall:

16.4.1 Yield the right-of-way to aircraft.

16.4.2 Keep the movement of vehicles across active taxiways and aprons to a minimum.

16.4.3 Obtain proper approval from the ENGINEER before allowing any equipment or vehicles to cross an active runway.

16.4.4 Require all operators to maintain a safe and reasonable speed.

16.4.5 Utilize equipment with due regard for existing weather conditions.

16.4.6 Remove, from the Jobsite, any person operating unauthorized vehicles or equipment in a restricted area, or operating vehicles or equipment in a reckless and unreasonable manner.

16.4.7 Keep all trash and debris from taxiways, runways, and ramp areas.

16.4.8 Prohibit all vehicles and equipment from being operated within one hundred sixty (160) feet of the centerline of an active taxiway or within two hundred fifty (250) feet of the centerline of the active runway, except on Airport service roads or with the express consent of ENGINEER.

16.4.9 Immediately cease work and vacate any operations or work area at any time if instructed to do so by ENGINEER. These instructions may be issued by radio or other appropriate means. CONTRACTOR shall not return to a vacated area until authorized by ENGINEER.

16.5 Closing the AOA. When the Work requires closing the AOA, or portion of such area, CONTRACTOR shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of FAA Advisory Circular 150/5370-2F Operational Safety of Airports During Construction. Open-flame type lights shall not be permitted within the AOA.

16.6 Employee Parking. CONTRACTOR shall arrange employee parking outside the AOA and provide its employees transportation into the Jobsite. CONTRACTOR's access point into the AOA shall be as directed by the ENGINEER.

16.7 Storage of Equipment and Materials. Materials shall be so stored as to assure the preservation of their quality and fitness of the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The CONTRACTOR shall coordinate the storage of all materials with the ENGINEER. Materials to be stored on Airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft or ground traffic. CONTRACTOR shall not store materials on the AOA without written approval by DOA Airside Operations and the FAA. Unless otherwise shown on the plans, the storage of materials and the location of the CONTRACTOR's plant and parked equipment or vehicles shall be as directed by the ENGINEER. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The CONTRACTOR shall make all arrangements and bear all expenses for the storage of materials on private property. All storage sites on private or airport property shall be restored to their original condition by the CONTRACTOR at his/her entire expense, except as otherwise agreed to (in writing) by the CITY or lessee of the property. CONTRACTOR shall base his bid on no stored materials on the AOA without written approval by DOA Airside Operations and FAA. Such approval may be withheld.

16.7 Material Handling. Contractor's responsibility for materials and plant equipment required for the performance of this Contract shall include:

16.7.1 Receiving and unloading;

16.7.2 Storing in a secure place and in a manner subject to City's review. Outside storage of materials and equipment subject to degradation by the elements shall be in weather tight enclosures provided by the contractor;

16.7.3 Delivering from storage to construction site all materials and plant equipment as required;

16.7.4 Maintaining complete and accurate records for City's inspection of all materials and plant equipment received, stored and issued for use in the performance of this Contract.

16.8 Construction Lighting for Night Work. The Contractor shall cooperate with the FAA and the City when aligning his construction floodlights so as not to interfere with aircraft pilots or air traffic controllers' vision. When requested by the City, the Contractor will respond quickly to adjust the lighting as directed.

16.9 Height Restrictions. FAA Regulation for use of cranes and other elevated equipment will be strictly enforced. The Contractor shall be responsible for submitting FAA Form 7460 to the City and obtaining FAA approval prior to Contractor's use of any elevated equipment. Allow a minimum of 45 days for the Form 7460 to process through FAA.

16.10 Protection of Employees. When the project is within the vicinity of large jet aircraft operations the Contractor shall take all precautions necessary to protect his employees, equipment, and work in progress from aircraft noise and jet engine blast.

SC-17 CLEANING UP

17.1 Clean Work Areas. CONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. While working in the AOA, the CONTRACTOR shall keep the areas immediately adjacent to the Jobsite clean at all times. The CONTRACTOR shall sweep adjacent pavement areas at least once daily or as directed by the ENGINEER. If grass within the construction limits exceeds ten (10) inches in height, the CONTRACTOR is responsible for mowing. CONTRACTOR shall, on a daily basis, remove from the Work area all its equipment and uninstalled materials while maintaining temporary walls and protective barriers to provide a neat and safe area for the public. Upon completion of any portion of the Work, CONTRACTOR shall promptly remove from the Work area all its equipment, construction plant, temporary structures, and surplus materials not to be used at, or near, the same location during later stages of the Work.

17.2 Rubbish and Salvage. Upon completion of the Work and prior to final payment, CONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, remove all plant, buildings, equipment, and materials belonging to CONTRACTOR and return to CONTRACTOR's warehouse or Jobsite storage area all salvageable CITY supplied materials. CONTRACTOR shall leave the premises in a neat, clean and safe condition.

17.3 Failure to Comply. In the event of CONTRACTOR's failure to comply with the foregoing requirements, CITY may accomplish same at CONTRACTOR's expense.

17.3 Maintenance. Contractor shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Contractor of its responsibilities, or act as a waiver by the City of any terms of this contract.

SC-18 COORDINATION AND WORK ON AIRPORT PROPERTY

18.1 For some portions of this Project, construction will occur within the Security Identification Display Area (SIDA). The SIDA is the airport security area with restricted access. The CONTRACTOR will be required to meet all requirements for entering and operating in these areas as described in the Exhibit titled "AIRPORT SECURITY REQUIREMENTS."

18.2 All CONTRACTOR personnel, including subcontractors, engaged in work within the SIDA shall be Airport badged and fingerprinted as required in the Exhibit titled "AIRPORT SECURITY REQUIREMENTS." Due to the time necessary to complete the badging and fingerprinting process, the CONTRACTOR may start the process after contract Award and before construction NTP.

18.3 All construction activities within the SIDA shall be conducted in a manner acceptable to the CITY and FAA to provide acceptable levels of safety, security, and access for all Airport operations. Periodic meetings will be held to coordinate the activities of this contract with other Airport operations.

18.4 All costs associated with establishing and maintaining SIDA security shall be included in the price bid for mobilization unless included in a separate Special Provisions (SP) item.

18.5 The CONTRACTOR shall cooperate with existing and future Contractors working in the area and at all times will coordinate its efforts to maintain necessary construction and hauls routs and to assure that all contracts continue on a timely basis.

SC-19 PROTECTION OF AIRPORT OPERATIONS SYSTEMS

19.1 Location of Airport Operations Systems. In addition to CONTRACTOR's general obligations in the Clause titled "CONTRACTOR'S WORK AREA," numerous Airport operations systems, including, but not limited to, radio receivers and transmitters, U.S. Weather Bureau facilities, Navigation Aids, Communication and Security systems and associated electrical cables will be in use during the performance of Work. CONTRACTOR shall protect such systems at all times. Airport Operations Systems may be shown on drawings, marked by ENGINEER, or obvious from visual inspection but CONTRACTOR shall inquire and inspect to determine the location of any and all such systems and shall be responsible to avoid damage to any of them at all times.

19.2 Damage to Airport Operations Systems. If any portion of any Airport operations system is damaged by CONTRACTOR, or anyone operating under CONTRACTOR's control or direction, CONTRACTOR shall immediately notify ENGINEER in writing and propose both temporary and permanent repairs to restore system functions and return the system to its original condition at no additional cost to the CITY. The material, workmanship, and methods for repairs must all be approved by ENGINEER and such repairs may be witnessed or inspected by owners or operators of such systems as well as ENGINEER. If in the opinion of ENGINEER, CONTRACTOR is not qualified to perform such repairs, they may be performed by others and the reasonable costs of such repairs shall be deducted from payments otherwise due CONTRACTOR.

SC-20 DELAY FOR OPERATIONS

20.1 Restrictions to Access. Access to work areas may be restricted from time to time by necessity of Airport operations. CONTRACTOR has taken into account and provided in its planning, scheduling, and pricing for disruptions including, but not limited to, clearing traffic congestion or accidents, repairs to Airport facilities, heightened Security conditions and the like.

20.2 Closures. Runway and Taxiway closures at any time, or duration, are prohibited during the following holidays:

20.1.1 Memorial Day Weekend: Thursday through Tuesday

20.1.2 Labor Day Weekend: Thursday through Tuesday

20.1.3 One week prior to Thanksgiving through the Monday after Thanksgiving

20.1.4 One week prior to Christmas day through one week after New Year's Day

SC-21 CUTTING AND PATCHING

Not applicable in this contract.

**EXHIBIT C; QUANTITIES, PRICING,
AND DATA FORMS**

CITY OF ATLANTA
DEPARTMENT OF AVIATION

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

PROJECT NUMBER FC-6863
RUNWAY MARKINGS REPLACEMENT WITH PAINT

EXHIBIT C
QUANTITIES, PRICING AND DATA

TABLE OF CONTENTS

FORM A. SCHEDULE OF QUANTITIES AND PRICES	2
FORM A-1 SCHEDULE OF UNIT & LUMP SUM PRICES.....	5
FORM B. ESSENTIAL SUBCONTRACTOR QUALIFICATION STATEMENT	8
FORM C. PRELIMINARY CONTRACT SCHEDULE.....	10
FORM D. PROJECT ORGANIZATION AND WORK PLAN	11
FORM E. SAFETY PROGRAM	12
FORM F. RESUMES OF KEY PERSONNEL	18
FORM G. SUMMARY OF QC PROGRAM	19
FORM H. WORK IN PROGRESS.....	20
FORM I. EXPERIENCE STATEMENT	21

EXHIBIT C; QUANTITIES, PRICING, AND DATA FORMS

CITY OF ATLANTA
DEPARTMENT OF AVIATION

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

PROJECT NUMBER FC-6863
RUNWAY MARKINGS REPLACEMENT WITH PAINT

EXHIBIT C
QUANTITIES, PRICING AND DATA

TABLE OF CONTENTS

FORM A. SCHEDULE OF QUANTITIES AND PRICES	2
FORM A-1 SCHEDULE OF UNIT & LUMP SUM PRICES.....	5
FORM B. ESSENTIAL SUBCONTRACTOR QUALIFICATION STATEMENT	8
FORM C. PRELIMINARY CONTRACT SCHEDULE.....	10
FORM D. PROJECT ORGANIZATION AND WORK PLAN	11
FORM E. SAFETY PROGRAM	12
FORM F. RESUMES OF KEY PERSONNEL	18
FORM G. SUMMARY OF QC PROGRAM	19
FORM H. WORK IN PROGRESS.....	20
FORM I. EXPERIENCE STATEMENT	21

**FORM A; SCHEDULE OF QUANTITIES
AND PRICES**

EXHIBIT "C"

FORM A. SCHEDULE OF QUANTITIES AND PRICES

01) SCOPE OF WORK

This project involves the removal of 525,000 square feet existing runway markings, and application of new markings with paint to meet current FAA criteria on runways 8R/26L, 9R/27L, and 10/28.

02) UNIT & LUMP SUM PRICES

Unit and Lump Sum prices quoted in Form A -1 Schedule of Unit & Lump Sum Prices shall be firm all-inclusive prices. Payment of the Unit and/or Lump Sum prices shall constitute full payment for performance of the corresponding work and shall cover all costs of whatever nature incurred by the CONTRACTOR in accomplishing the Work in accordance with the provisions of this Contract.

The Total Base Bid Price for performing the Work is \$_____

that is _____ (Words)

Additive Alternate No. 1 (Contractor's Cost for Insurance)

_____ Dollars (Words)

(\$_____)

03) QUANTITIES

The quantities where noted in the Schedule of Unit & Lump Sum Prices, are approximations subject to variations as stated in 5.0 and no claim shall be made for deficiency or over-run, actual or relative. Payment will be made for the actual quantities of each Schedule of Unit Prices item incorporated into the Work in accordance with the Contract requirements based on the unit prices established in the Schedule.

04) PERFORMANCE AND PAYMENT SECURITIES

The cost of the Performance and Payment Bonds are to be distributed through the various items of work.

05) ADJUSTMENTS

All prices are fixed for the duration of the Contract and are not subject to escalation for any reason. Payment of the Total Contract Price shall constitute full payment for performance of the Work and covers all costs of whatever nature incurred by CONTRACTOR in accomplishing the Work in accordance with the provisions of the Contract.

The CITY reserves and shall have the right to make such adjustments in the Work as may be necessary or desirable to complete the Work originally intended in an acceptable manner. Unless otherwise specified herein, the CITY may make such adjustments in the Work as may increase or decrease the originally awarded contract quantities. Adjustments shall not invalidate the Contract nor release the surety, and the CONTRACTOR agrees to accept payment for such adjustments as if the altered work had been a part of the original Contract. The adjustments which are for work within the general scope of the Contract shall be covered by Change Order issued by the ENGINEER. Change Orders for altered work shall include extensions of Contract time where, in the ENGINEER's opinion, such extensions are commensurate with the amount and difficulty of added work.

If the CITY and the CONTRACTOR are unable to agree on a unit adjustment for any Contract item that requires a change order, the CITY reserves the right to terminate the Contract with respect to the item and make other arrangements for its completion.

All Change Orders shall require consent of the CONTRACTOR'S surety and an increase of the performance and payment bonds.

Adjustments shall not increase the total cost of the project, based on the originally estimated quantities and the unit prices bid. Should it become necessary for the best interest of the CITY to make changes in excess of those herein specified, the same shall be covered by Change Order.

06) REQUIRED SUBMITTALS

When notified by the Department of Procurement (DOP), the CONTRACTOR will within ten (10) days submit the following documents to CITY executed by CONTRACTOR and its Surety, or issued by CONTRACTOR'S insurers providing the insurance required by the Contract, as applicable, the following:

- a) Performance Bond;
- b) Payment Bond; and
- c) Accord Certificate of Insurance.

07) **OWNER'S CONTROLLED INSURANCE PROGRAM**

The CITY, at its option, may consider the implementation of the Owner's Controlled Insurance Program. Items under the Base Bid shall include the CONTRACTOR'S cost of procuring and maintaining Automobile Liability Insurance and Builders Risk Insurance as stipulated in Exhibit D; Insurance and Bonding.

**FORM A-1; SCHEDULE OF UNIT AND
LUMP SUM PRICES**

CITY OF ATLANTA
DEPARTMENT OF AVIATION
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-6863
RUNWAY MARKINGS REPLACEMENT WITH PAINT

EXHIBIT "C"
FORM A-1 SCHEDULE OF UNIT & LUMP SUM PRICES

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-1-1	LUMP SUM	L.S., MOBILIZATION, AT PER LUMP SUM				
SP-2-1	ALLOWANCE	AS REQUIRED, PROJECT CONTINGENCY, AT <u>THREE HUNDRED THOUSAND DOLLARS</u> <u>AND ZERO CENTS</u> PER ALLOWANCE			300,000	00
SP-3-1	1	PERIOD, SUSPENSION TIME, AT PER PERIOD				
SP-3-2	250	MINUTE, STANDBY TIME, AT PER MINUTE				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-3-3	2	PERIOD, DOWN-TIME, AT _____ _____ PER PERIOD				
SP-4-1	LUMP SUM	L.S., TRAFFIC CONTROL _____ _____ PER LUMP SUM				
SP-9-1	LUMP SUM	L.S., AS-BUILTS, AT _____ _____ PER LUMP SUM				
SP-10-1	LUMP SUM	L.S., AIRCRAFT MOVEMENT AREA (AMA) ESCORTING, AT _____ _____ PER LUMP SUM				
P-621-1	522,600	S.F., PAVEMENT STRIPING AND MARKING REMOVAL, AT _____ _____ PER SQUARE FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-621-2	522,600	S.F., PAVEMENT STRIPING AND MARKING, AT _____ _____ PER SQUARE FOOT				
		TOTAL BASE BID _____ _____ _____				
	LUMP SUM	<u>ADDITIVE ALTERNATE #1</u> CONTRACTOR'S INSURANCE COST, AT _____ _____ _____ PER LUMP SUM				

**FORM B; ESSENTIAL
SUBCONTRACTOR QUALIFICATION
STATEMENT**

EXHIBIT "C"

FORM B. ESSENTIAL SUBCONTRACTOR QUALIFICATION STATEMENT

This Form "B", Essential Subcontractor Qualification Statement is submitted for the following proposed Essential Subcontractor:

Company Name: _____ Phone: _____

Address: _____ Facsimile: _____

Number of Years in business: _____

Contact Person: _____ Email: _____

Scope of Work to be performed by Subcontractor on this Project: _____

As applicable:

License(s) held: _____ Number: _____ Expires: _____

Certification(s) held: _____ Expires: _____

References: (a minimum of two (2) references are required)

1. Prime Contractor: Company Name _____
Address _____
City, State, Zip _____
Phone _____
E-mail _____

Project Name: _____

Location of Project: _____

Contact Person: _____

Phone Number: _____

Date(s) of Project: _____

Description/Summary of Services: _____

Value/Amount of Subcontract: _____

2. Prime Contractor: Company Name _____

Address _____

City, State, Zip _____

Phone _____

E-mail _____

Project Name: _____

Location of Project: _____

Contact Person: _____

Phone Number: _____

Date(s) of Project: _____

Description/Summary of Services: _____

Value/Amount of Subcontract: _____

**FORM C; PRELIMINARY CONTRACT
SCHEDULE**

EXHIBIT "C"

FORM C. PRELIMINARY CONTRACT SCHEDULE

In accordance with the Invitation to Bid (ITB) the Bidder shall submit a preliminary project schedule meeting the following requirements:

1. Show the Durations of all Tasks.
2. Provide a hard copy of the schedule on 11" X 17" paper with a minimum font size of 10pt. The document shall be in color. The Critical Path shall be in Red.
3. Show the continuity and flow of the work.
4. The level of detail in the schedule shall match the level of detail in the Work Plan (FORM D).
5. The number of tasks shall be reasonable with the cost of the project and the baseline schedule requirements. (i.e., a bid of \$3 million would be approximately 20 construction tasks included, a bid of \$10 million would be over 40 construction tasks indicated).

Failure to provide a preliminary schedule as described above may result in the bid being found non-responsive.

**FORM D; PROJECT ORGANIZATION
AND WORK PLAN**

EXHIBIT "C"

FORM D. PROJECT ORGANIZATION AND WORK PLAN

In accordance with the Invitation to Bid (ITB) the Bidder shall submit information regarding the project Organization meeting the following requirements:

1. Organization chart with the titles of key personnel proposed to manage this project.
2. A written description of the organization, defining lines of authority, responsibility, and communication.
3. A written description outlining the overall working of the organization with particular emphasis on Home Office/Site interfaces and the procedures for monitoring and controlling the work.

In accordance with the Invitation to Bid (ITB) the Bidder shall submit a detailed narrative project Work Plan. The intention of this work plan is for the Bidder to explain the means and methods used in making the preliminary schedule tasks occur as indicated in FORM "C". For the purposes of this submittal means and methods is defined as the resources made available and procedures or techniques to be used in meeting the preliminary schedule provided in FORM "C". The Work Plan shall meet the following requirements:

1. The level of detail in the Work Plan shall be the same as the level of detail in the schedule.
2. Discuss the plan for making all contract Milestones as stated in SC-2 and shown on the preliminary schedule.
3. Discuss how the Bidder intends to accomplish all Phases that are indicated on the drawings using the same names for the phases as used on the drawings.
4. Discuss how the Bidder intends to meet all the phase requirements that are indicated on the drawings.
5. Discuss the number of crews the bidder will utilize for the project.

FORM E; SAFETY PROGRAM

EXHIBIT "C"

FORM E. SAFETY PROGRAM

The Bidder must demonstrate that it is committed to implementing a first rate safety program and that it has an exceptional safety and environmental record. The Bidder and its essential subcontractors identified on Form B must submit their current Experience Modification Rate (EMR). If an EMR is not available Bidder or essential subcontractor must submit a written statement detailing the Firm's safety record on its last five projects including contact names and numbers where the City can verify the safety record statement.

The Bidder must provide a Log and Summary of OSHA violations and any fines or settlements of its Company, Firm, or joint venture partners for the past thirty-six (36) months. Attach the Log and Summary of Occupational Injuries and Illnesses as required by the U. S. Department of Labor for the past thirty-six (36) months. Provide OSHA Recordable Incident Rate (Year 2009) and OSHA Lost Days Away Incident Rate (Year 2009). This is applicable to site construction and installation activities only.

Bidder is to complete attached Safety and Health History (SHH) form.

SAFETY AND HEALTH HISTORY FORM

1A. List your Firm's Interstate Experience Modification Rate (EMR) for the three (3) most recent years and total hours worked.			
	20____	20____	20____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

1B. If the state where the jobsite is located has an EMR rating system, provide the state EMR for the three (3) most recent years and total hours worked.			
	20____	20____	20____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

2. SAFETY PERFORMANCE			
2A. List safety performance incident rates for the three (3) most recent years:			
	20____	20____	20____
a. OSHA Recordable Incident Rate	_____	_____	_____
b. Lost Workday Case Incident Rate	_____	_____	_____

2B. Use your OSHA No. 200 Log to fill in the three (3) most recent years:			
	20____	20____	20____
a. Number of first aid cases	_____	_____	_____
b. Number of lost workday cases.	_____	_____	_____
c. Number of restricted workday cases.	_____	_____	_____
d. Number of cases with medical attention only.	_____	_____	_____
e. Number of fatalities.	_____	_____	_____

3. Check your type of work:			
<input type="checkbox"/> Non-Residential Building	<input type="checkbox"/> Earthwork		
<input type="checkbox"/> Heavy (Non-Highway) Construction	<input type="checkbox"/> Concrete		
<input type="checkbox"/> Mechanical	<input type="checkbox"/> Architectural		
<input type="checkbox"/> Electrical			
<input type="checkbox"/> Other (State Type): _____			

SAFETY AND HEALTH HISTORY (Continued)

4. Are accident reports (OSHA 200) and report summaries sent to the following and how often?					
	No	Yes	Monthly	Quarterly	Annually
a. Project Superintendent/Site Mgr.	—	—	—	—	—
b. Vice President/Mgr. of Construction	—	—	—	—	—
c. Safety Director	—	—	—	—	—
d. President of Firm —	—	—	—	—	—

5. Do you hold site safety meetings for field employees both Manual and Non-Manual?	
Yes — No —	
How Often?	
Weekly — Bi-Weekly — Monthly — Less Often, As Needed —	

6. Do you conduct project safety inspections?	
Yes — No —	
If yes, who conducts this inspection?	
TITLE	HOW OFTEN?

7. How are accident records and accident summaries kept? How often are they reported?				
	No	Yes	Monthly	Annually
a. Accidents totaled for the entire company	—	—	—	—
b. Accidents totaled by project —	—	—	—	—
(1) Subtotaled by superintendent	—	—	—	—
(2) Subtotaled by foreman —	—	—	—	—

8. How are the costs of individual accidents kept? How often are they reported?				
	No	Yes	Monthly	Annually
a. Costs totaled for the entire company	—	—	—	—
b. Costs totaled by project	—	—	—	—
(1) Subtotaled by superintendent	—	—	—	—
(2) Subtotaled by foreman —	—	—	—	—

SAFETY AND HEALTH HISTORY (Continued)

9. List key Safety and Health personnel planned for this project. Please list name, expected position and safety performance on their last three projects (OSHA Recordable and Lost Workday Case Incident (LWCI) rates). When a project has not been specified, list key company personnel.

NAME	POSITION	PROJECT	OSHA	LWCI
------	----------	---------	------	------

10. Do you have a written safety program?

Yes ☐ No ☐

If yes, submit a copy for evaluation.

11. Do you have an orientation program for new hires?

Yes ☐ No ☐

If yes submit a copy for evaluation. Does it include instruction on the following?

	Yes	No		Yes	No
a. Head protection	<input type="checkbox"/>	<input type="checkbox"/>	i. Fire protection	<input type="checkbox"/>	<input type="checkbox"/>
b. Eye protection	<input type="checkbox"/>	<input type="checkbox"/>	j. First aid facilities	<input type="checkbox"/>	<input type="checkbox"/>
c. Hearing Protection	<input type="checkbox"/>	<input type="checkbox"/>	k. Emergency procedures	<input type="checkbox"/>	<input type="checkbox"/>
d. Respiratory protection	<input type="checkbox"/>	<input type="checkbox"/>	l. Toxic substances	<input type="checkbox"/>	<input type="checkbox"/>
e. Safety belts and lifeline	<input type="checkbox"/>	<input type="checkbox"/>	m. Trenching and excavation	<input type="checkbox"/>	<input type="checkbox"/>
f. Scaffolding	<input type="checkbox"/>	<input type="checkbox"/>	n. Signs, barricades, flagging	<input type="checkbox"/>	<input type="checkbox"/>
g. Perimeter guarding	<input type="checkbox"/>	<input type="checkbox"/>	o. Electrical safety	<input type="checkbox"/>	<input type="checkbox"/>
h. Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	p. Rigging and crane safety	<input type="checkbox"/>	<input type="checkbox"/>
			q. Road Safety (Driving)	<input type="checkbox"/>	<input type="checkbox"/>

SAFETY AND HEALTH HISTORY (Continued)

12. Do you have a program for newly hired or promoted foremen?

Yes ___ No ___

If yes submit a copy for evaluation. Does it include the following?

	Yes	No		Yes	No
a. Safe work practices	___	___	e. First aid procedures	___	___
b. Safety supervision	___	___	f. Accident investigation	___	___
c. Toolbox meetings	___	___	g. Fire protection and prevention	___	___
d. Emergency procedures	___	___	h. New worker orientation	___	___

13. Do you hold craft "toolbox" safety meetings?

Yes ___ No ___

How Often?

Weekly ___ Bi-Weekly ___ Monthly ___ Less Often, As Needed ___

14. Do you have a written Hazard Communication program?

Yes ___ No ___

If yes, how is it implemented on each project?

15. Do you have/require Material Safety Data Sheets (M.S.D.'s) for material/chemicals/equipment?

Yes ___ No ___

If yes, explain field procedure for informing craft workers about potential hazards:

SAFETY AND HEALTH HISTORY (Continued)

16. List three (3) client references that could verify the quality and management commitment of your safety program.

Name	Address	Phone No.
a. _____	_____	_____

b. _____	_____	_____

c. _____	_____	_____

**FORM F; RESUMES OF KEY
PERSONNEL**

EXHIBIT "C"

FORM F. RESUMES OF KEY PERSONNEL

Bidder to provide a resume for each key person to be assigned to the Contract, containing at least the following information on each person (attach and properly designate additional pages, if necessary):

POSITION: _____

TITLE: _____

- a. Name:
- b. Education/Qualifications:
- c. Present Position in Bidder's Company:
- d. Relevant Experience:
- e. Safety performance metrics from the last three (3) projects (First Aid cases, Recordable Incident Rate and Lost Workday Case Rate)
- f. Employment History:

Resumes are required for the following positions: Project Manager, Safety Manager, and Superintendent all of whom would be assigned full time to the Contract. Refer to Special Conditions 8.2 for additional qualification requirements.

Key personnel will be listed in the Special Condition titled "KEY PERSONNEL" (SC-8), restricting their replacement without CITY consent.

**FORM G; SUMMARY OF QUALITY
CONTROL PROGRAM**

EXHIBIT "C"

FORM G. SUMMARY OF QC PROGRAM

Bidder to provide a summary description of the Quality Control (QC) Program (refer to Exhibit I) to be implemented in performance of the Work. This summary shall include information on the organization of the program, including the authority and responsibility of all involved personnel. As a minimum the Bidder shall submit the following information in narrative form:

- (1) Quality Control Program Administrator.
- (2) Items of work in this project where Quality Control Testing will be accomplished.
- (3) Corrective Action program.

NOTES:

Final program will be approved as submitted under the Contract requirements

FORM H; WORK IN PROGRESS

EXHIBIT "C"

The following contracts are currently in progress or in bid stage for the following OWNERS or Prime Contractors:

[illegible]

NOTES:

Work Description: Describe work scope and then indicate if prime, subcontract or in bid stage.

Start/Stop: Provide schedule starting date and completion by mo/yr, e.g. Jan93/Sep94.

FORM I; EXPERIENCE STATEMENT

EXHIBIT "C"

FORM I. EXPERIENCE STATEMENT

The Bidder submits the following statement as to its experience qualifications. In the case of a joint venture or LLC, separate forms will be submitted for previous experience of the joint venture and the experience of each party of the joint venture or LLC.

1. This company has been engaged in the contracting business under its present business name for _____ years.
2. Experience in work of a nature similar in type and magnitude to that set forth in the Bid extends over a period of _____ years.
3. All awarded contracts have been satisfactorily completed, except as follows (Name any and all exceptions and reasons therefore, attaching additional pages if necessary):

4. The following contracts, covering work similar in type and magnitude to that set forth in the Bid, have been satisfactorily completed within the last five (5) years.

5. Column completion notes:
 - a. Work Description: Describe work scope and then indicate if prime or subcontract.
 - b. Start/Stop: Provide starting date and actual/forecast completion by mo/yr, e.g. Jan 93/Sep94.
 - c. Schedule and Budget: State either "over", "on", or "under" the Contract schedule and budget.

EXHIBIT "C"

22